

AMALGAMATED TRANSIT UNION LOCAL 627

1385 TENNESSEE AVENUE
APWU BUILDING, SECOND FLOOR
CINCINNATI, OHIO 45229-1085
TELEPHONE 513-721-2133 • FAX 513-721-4089

Saturday June 3, 2022

Special UNION MEETING NOTICE

Dear Members (Access):

A special meeting for Access will take place Saturday June 4, 2022 at 10:00 am at 1385 Tennessee Ave. Cincinnati, OH.

Voting will take place Monday June 6, 2022 from 7:00 am to 7:00 pm at 1385 Tennessee Ave. Cincinnati, OH.

SPECIAL CONTRACT READING and VOTE

Please do not park in the Animal Hospitals parking lot.

Troy Miller

President/Business Agent

SORTA and ATU Local 627 ACCESS: TENTATIVE AGREEMENT

TENTATIVE AGREEMENT – JUNE 2, 2022

Unless specifically stated otherwise, all contract changes become effective upon ratification going forward.

Section 5: WAGE RATES

The basic wage rates of employees covered by this Agreement from 12:01 A.M. March 1, 2021, through midnight February 29, 2024, shall be as listed below:

This language and these provisions shall expire on February 29, 2024.

For all employees:

March 1, 2021	September 1, 2021	March 1, 2022	September 1, 2022	March 1, 2023	September 1, 2023
2.0%	2.0%	2.5%	2.5%	5.0%	2.0%

Note that Section 5(h) still applies to the effective dates of these increases

(a) Transportation Department

Driver Progression

First 12 Months	70%
Next 12 months	76%
Next 12 months	82%
Next 12 months	88%
Next 12 months	94%
Thereafter:	100%

Section 6: VACATIONS

(a) Eligibility

All full time employees in the Transportation Department, Mechanical Department, Dispatchers, and Schedulers shall receive, after one year of continuous full time employment, a paid vacation as further detailed in this Section. Effective January 1, 2023, all actively employed full time employees in the Customer Care Center will be covered by the entirety of Section 6. Additionally, all full time employees in the Transportation Department, Mechanical Department, Dispatchers, and Schedulers hired as of January 1, 2020 and who have less than one year of continuous service on the Access project as of January 1, 2020 shall be granted forty (40) vacation hours upon completing one year of continuous service from their previously established seniority date on the Access project.

- (b) Vacation Pay and Accrual: Insert new sub-section (6)
- (6) Employees who have been in continuous service for twenty-eight (28) or more years shall be entitled to 20.00 Vacation hours accrued per month.

SORTA and ATU Local 627 ACCESS: TENTATIVE AGREEMENT

Section 7: HOLIDAYS

(a) Holidays Defined:

 Clarification: no language changes are needed to convert the Customer Care Agents to Sick and Vacation instead of PTO.

Section 9: GROUP LIFE INSURANCE (revise TA #2)

(a) (1) Life Insurance for all active full time employees shall be increased as follows:

 Upon ratification:
 \$40,000

 January 1, 2023:
 \$42,000

 January 1, 2024:
 \$43,000

(b) The Authority is to bear and pay the cost and expense of group life insurance on the life of all pensioners in the amount of two thousand five hundred dollars (\$2,500.00).

Section 10: (a) Sick Leave Accrual

All actively employed full time employees in the Transportation Department, Mechanical Department, Dispatchers, and Schedulers will earn 1.85 2.46 hours per pay period who have no unexcused absences. Effective January 1, 2023, all actively employed full time employees in the Customer Care Center will be covered by the entirety of Section 10. Employees can accumulate a maximum of 384 hours of sick leave, after which time they will not accumulate more sick leave until the balance falls below 384 hours. Effective January 1, 2023, employees with perfect attendance for a period of four consecutive months (January through April, May through August, or September through December only) will accrue eight (8) additional sick leave hours. Accrual of the additional perfect attendance hours will not be used before any sick leave hours.

Section 10: (d) Group Sickness and Accident Insurance

(v) Benefits Paid

For claims occurring on or after February 1, 2022, the weekly benefit shall be two hundred and ninety dollars (\$290). Effective February 1, 2023, the weekly benefit shall be three hundred dollars (\$300). Effective February 1, 2024 January 1, 2020, and until the termination of this Agreement, the weekly benefit shall be three hundred and ten dollars (\$310).

Section 13: PAID TIME OFF (PTO)

- Insert new subsection (i) with the following language:
 - (i) "Effective January 1, 2023, all Care Center Agents in the Customer Care Center will be covered by the entirety of Sections 6, 7, and 10. Unused PTO as of January 1, 2023, will be converted into Vacation and Sick Leave. Seventy-five percent (75%) of the unused PTO will convert to Vacation and twenty-five percent (25%) of the unused PTO will convert to Sick Leave. As of January 1, 2023, Section 13 will no longer be applicable to any employees in the bargaining unit."
- See separate Side Letter regarding the conversion of the Care Center Agents from PTO.

SORTA and ATU Local 627 ACCESS: TENTATIVE AGREEMENT

Section 15: MINIMUM GUARANTEE

The Company will guarantee a minimum of 40 hours of earnings per week to the top 82% senior employees. However, Customer Care Center Agents will not be included in the employee count for this 82% calculation, but all other provisions in this Section will apply to Customer Care Center Agents. Employees that reach weekly guarantee status (40 hours of earnings per week) will not revert to a non-guarantee status, except in the event of a layoff. The Company will make available seniority rosters on a monthly basis for the union to review. If the employee is on vacation, holiday, sick leave or any other excused absence in a work week, the 40 hour guarantee will be reduced by an amount that is the same as such vacation, holiday, sick leave or excused absence time.

Section 17: SHIFT BIDDING

(c) Open Positions: change the last sentence as follows:

Dispatchers and Schedulers will not be eligible to fill in for Care Center Agents. Likewise, Care Center Agents will not be eligible to fill in for Dispatchers or Schedulers <u>at the Authority's discretion</u>.

	PREVIOUS TENTATIVE AGREEMENTS:
TA #1	Section 7: HOLIDAYS (a) Holidays Defined
TA #2	Section 9: GROUP LIFE INSURANCE (a) (1) Life Insurance for all active full time employees (revised above) (2) Group life insurance on the life of all pensioners
TA #3	Section 1: RECOGNITION (d), (e), and (f)
TA #4	Section 5: WAGE RATES (o) Court Attendance
TA #5	Section 10: SICK LEAVE (c) Sick Leave Cash Out
TA #6	Section 10: SICK LEAVE (e) Felonious Assault
TA #7	Section 19: Uniforms (a), (b), (e), (f)
TA #8	Section 5: WAGE RATES (b) ASE certification
TA #9	Section 5: WAGE RATES (n) Night Shift Allowance

SORTA and ATU Local 627 ACCESS: TENTATIVE AGREEMENT

TA #10 Section 11: HEALTH INSURANCE

TA #11 Section 21: DISCIPLINE

(d) Discipline Administered

TA #12 Section 24: TERM OF AGREEMENT

TA #13 Appendix A: Correction of Payroll Errors

John C. Levorard 6/2/22

John Ravasio, SORTA date Troy Miller, ATU Local 62

7

July 22, 2021

Section 7: HOLIDAYS O

(a) Holidays Defined:

The holidays referred to throughout this Agreement are the following: New Year's Day, Martin Luther King's birthday, President's Presidents' Day, (the third Monday in February), Easter Sunday, Memorial Day, Juneteenth, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, as observed by the Authority. The Authority shall determine the number of employees required to work on a holiday.

Employees that receive PTO will not have either Easter Sunday or Veterans' Day treated as holidays, as these days are part of the PTO accrual.

John C. Keworaid

7/22/2021

date

Troy M

date

SORTA Chief Operations Officer

July 22, 2021

Section 9: GROUP LIFE INSURANCE

(a) (1) Life Insurance for all active full time employees shall be increased as follows:

January 1, 2021: \$38,000 January 1, 2022: \$40,000 January 1, 2023: \$42,000

(b) The Authority is to bear and pay the cost and expense of group life insurance on the life of all pensioners in the amount of two thousand five-hundred dollars (\$2,500.00).

Colm C. Kerrard

date

Troy Miller

date

SORTA Chief Operations Officer

SORTA and ATU Local 627 - ACCESS TENTATIVE AGREEMENT #3 August 17, 2021

Section 1: RECOGNITION

(d) Employees Covered

The term "employee" is hereby defined as all persons working for the Authority whose rates of pay are set forth in Section 5 hereof.

Nothing in this Section shall be interpreted to conflict with or contradict Probationary

Employees in Section 1(d). 1(e)

(e) Probationary Employees

It is agreed that employees hired after January 1, 2020 shall be in Probationary status until they have been in the service of the Authority for at least ninety five (95) days. The Union agrees that it will not question the dismissal or discipline of any such employee who shall not have been in the employ of the Authority for said period. It is further agreed that such time periods may be extended by mutual agreement of the parties in writing. Days referred to in Section 1(d) 1(e) do not include Saturdays, Sundays or Holidays.

(f) Part-Time Employees

A Part Time employee is defined as an employee regularly scheduled to work less than thirty-five (35) hours in a week. Effective with new hires only, the Authority shall not exceed 18% of the employees who may work as part time. New hires shall be defined as those employees hired after ratification of this agreement. February 14, 2020. When a full time vacancy occurs, as determined by the Authority, it shall first be offered to a part-time employee within their classification, in seniority order before non-employee applicants are considered. Employees may elect to remain part-time if they so desire.

2/16/2022

date

SORTA Chief Operations Officer

SORTA and ATU Local 627 - ACCESS TENTATIVE AGREEMENT #4 August 17, 2021

Section 5: Wage Rates

(O) Court Attendance

An employee attending court or inquest or other investigation pertaining to Authority business (including trips to the General Office to make statements), except for trips relating to and resulting in disciplinary action, under instruction from the Authority, will be compensated for time so spent at the regular rate, including overtime wherever appropriate. This will also include court appearances under subpoena for incidents involving the employee's on-duty performance. Upon the completion of such attendance the employee shall report to his division if the Authority so requests and be available for work. Such an employee shall not be paid any less for the time spent than the amount which the employee would have earned on his or her regular assignment, if any, on such day. However, an employee shall not be entitled to compensation in any form for time spent in connection with a Worker's Workers' Compensation proceeding or a court appearance in which the employee is a defendant and is convicted of the charges preferred against him or her.

John C. Kevoraco Pohn Ravasio

2/16/2022

date

SORTA Chief Operations Officer

SORTA and ATU Local 627 – ACCESS TENTATIVE AGREEMENT #5 August 17, 2021

Section 10: Sick Leave and Group Sickness and Accident Protection

Sick Leave Cash Out

Employees may cash out any unused sick leave accrued at 50% of the value of the sick leave by providing the Company with a written request at least 10 days prior to the start of the pay period when the cashed out sick leave will be paid. This provision is intended to affect only those employees hired after the ratification date of this Agreement,

John C. Keward John Ravasio

date

SORTA Chief Operations Officer

SORTA and ATU Local 627 – ACCESS TENTATIVE AGREEMENT #6 August 17, 2021

Section 10: Sick Leave and Group Sickness and Accident Protection (e) Felonious Assault

When an employee in the performance of his or her duties under this Agreement, sustains bodily injuries as a result of Felonious Assault by any person, other than an employee, or an act of vandalism against a coach which results in a direct physical impact upon the employee and causes physical injury to him or her, the Authority will pay such employee the regular hourly rate for eight (8) hours for each of the regular work days lost due solely to such injury. However, the Authority reserves the right to review the circumstances of any such case and determine whether payment is appropriate.

In cases where the Worker's Workers' Compensation Act applies, the Authority will pay the employee the amount due in the above paragraph less the amount payable to the employee under the Worker's Compensation Act.

All payments under this section shall cease upon the occurrence of one of the following events, whichever first occurs:

(1) the expiration of twenty-six (26) weeks from the date of the incident causing such injuries, or

(2) the death of the employee from any cause, or

(3) the injured employee, in the opinion of the Authority's doctor, is able to resume his or her regular duties.

Colm C. Levo

2/16/2022

date

SORTA Chief Operations Officer

Troy Miller

date

May 24, 2022

Section 19: UNIFORMS

(a) Operators

So long as an exact uniform is used, the Authority will provide each operator with the following annual uniform voucher to be used exclusively for purchasing uniforms: for January 1, 2022, four hundred dollars (\$400), for January 1, 2023, four hundred ten dollars (\$410), and for January 1, 2024, four hundred twenty dollars (\$420). The purpose of the voucher is for purchasing uniforms. No unused portion of an annual uniform voucher shall carry over from year to year. Uniform vouchers will be provided at the January pick. Employees will have two (2) years from the date of any uniform change to replace their uniforms. The one exception to this replacement rule is that during the 2021-2024 Agreement, the Authority will change the Operator uniform, each operator will receive five (5) new sets of uniforms, a jacket, and sweater at the Authority's cost, and the Operators will have to replace their uniforms by the end of 2022. All new operators, upon completion of the probationary period, will receive five (5) sets of uniforms, a jacket, a cap, and sweater at the Authority's cost.

(b) Customer Care Center, and Dispatchers, and Schedulers

So long as an exact uniform is used, the Authority will provide each Care Center Agent, and Dispatcher, and Scheduler with the following annual uniform voucher to be used exclusively for purchasing uniforms: for January 1, 2022, three hundred dollars (\$300), for January 1, 2023, three hundred ten dollars (\$310), and for January 1, 2024, three hundred twenty dollars (\$320). The purpose of the voucher is for purchasing uniforms. No unused portion of an annual uniform voucher shall carry over from year to year. Uniform vouchers will be provided at the January pick. Employees will have two (2) years from the date of any uniform change to replace their uniforms. All new Agents, and Dispatchers, and Schedulers, upon completion of the probationary period, will receive five (5) sets of uniforms, and three (3) sweaters at the Authority's cost.

(e) Tool Allowance

All Mechanics who are required to furnish tools shall be paid a tool allowance for the purpose of tool updating or replacement. This allowance shall be paid as follows:

August 1, 2021:	\$495
August 1, 2022:	\$505
August 1, 2023:	\$515

To be entitled to this allowance an employee must have been in an eligible classification for the twelve (12) months immediately preceding the effective date of the annual general pick (Sunday nearest to June 1st).

Employees who receive an allowance must provide a receipt to substantiate that they have purchased such tools during the previous twelve (12) months.

All employees shall furnish such tools as required by the tool list issued by the Authority.

(f) Maintenance Uniforms

The Authority will provide each maintenance department employee with an annual uniform voucher, for January 1, 2021, January 1, 2022, three hundred dollars (\$300), for January 1, 2023, three hundred ten dollars (\$310), and for January 1, 2024, three hundred twenty dollars

May 24, 2022

(\$320) for purchasing uniforms, work shoes, and winter jackets. Uniform vouchers will be provided at the January pick. No unused portion of an annual uniform voucher shall carry over from year to year. Employees will have two (2) years from the date of any uniform change to replace outdated uniforms.

All maintenance employees must wear the authorized uniform and shoes while on duty. All new maintenance employees will receive five (5) sets of uniforms, one pair of shoes, and a winter jacket at the Authority's cost upon completion of the probationary period.

date

SORTA Chief Operations Officer

May 24, 2022

Section 5: WAGE RATES

(b) Mechanical Department

ASE Certification

Metro will pay maintenance employees while working in a mechanical position in classifications A or B an additional twenty cents (\$0.20) forty (\$0.40) per hour for each Metro approved ASE certification obtained. These payments will be added to the employee's base pay. The certifications must be maintained to continue receiving the additional money. Metro will reimburse certification and testing costs upon successful completion by the employee. ASE certification shall not be a job requirement, and no employee shall be displaced nor their seniority infringed for having or not having an ASE certification.

Colm C. Levoras

5/24/22

date

SORTA Chief Operations Officer

Troy Miller

date

May 24, 2022

Section 5: WAGE RATES

(n) Night Shift Allowance

For all employees, other than drivers, A, B, and C Mechanics hired after January 1, 2020, a night shift premium of fifty cents (\$0.50) an hour for all hours worked will be paid to those working on shifts half or more of the working hours of which are scheduled or worked between the hours of 6:00 p.m. to 6:00 a.m.

For all A, B, and C Mechanics hired as of January 1, 2020, a night shift premium of five percent (5%) an hour for all hours worked will be paid to those working on shifts half or more of the working hours of which are scheduled or worked between the hours of 6:00 p.m. to 6:00 a.m.

hn Ravasio date

SORTA Chief Operations Officer

Troy Miller

date

May 24, 2022

Section 11: HEALTH INSURANCE

(a) The Authority will share in the cost and expense of health insurance coverage for each employee covered by this Agreement, including the President, Secretary-Treasurer, and any additional local officer of the Union. Such benefits shall provide either single or family coverage depending upon the employee's status. If both husband and wife are employees, either one family plan or individual single plans must be chosen.

Throughout this Section, "domestic partner" is synonymous with "spouse."

Commencing January 1, 2020, the Authority will offer two health insurance plans to all employees eligible for health care coverage under this Agreement. These plans shall include the following levels of benefits.

Preferred Provider Option (PPO)

Coverage	Deductible	Co-	HRA eligibility	HRA maximum
Level		Insurance		Amount
Single	\$3000	100%	After \$700 in deductible expenses	\$2300
Family	\$6000	100%	After \$1400 in deductible expenses	\$4600

High Deductible Health Plan (HDHP)

Coverage	Deductible	Co-	HSA-eligible
Level Single	\$2000	Insurance 90%	Yes
Family	\$4000	90%	Yes

Health Savings Account

Employees who enroll in a High Deductible Health Plan may be eligible for a Health Savings Account (HSA) that allows employees to pay for qualified deductible and medical expenses on a pre-tax basis. However, participation in the HSA will be completely voluntary.

Employees wishing to participate must sign up during open enrollment. A monthly fee may be required for the administration of the HSA account and will be payroll deducted on a pre-tax basis.

The Authority will contribute certain amounts ("seed money") to each employee's HSA in order to partially defray the annual HDHP deductible. In addition, the Authority will provide additional amounts ("hardship amount") to employees who have exhausted their seed money on qualified medical expenses that go to the deductible. The seed money and available hardship amounts are set forth below:

Seed Mon	ey - 2021			
	Jan 2021	Apr 2021	Jul 2021	Oct 2021
Single Plan	\$ 187.50	\$187.50	\$187.50	\$187.50
Family Plan	\$ 375.00	\$375.00	\$375.00	\$375.00
Seed Mone	ey - 2022			
	Jan 2022	Apr 2022	Jul 2022	Oct 2022
Single Plan	\$ 187.50	\$187.50	\$187.50	\$187.50

May 24, 2022

Family Plan	\$ 375.00	\$375.00	\$375.00	\$375.00	
Seed Mone	ey - 2023				
	Jan 2023	Apr 2023	Jul 2023	Oct 2023	
Single Plan	\$ 187.50	\$187.50	\$187.50	\$187.50	•
Family Plan	\$ 375.00	\$375.00	\$375.00	\$375.00	
Hardship	2021	2022		2023	
	1/1/21-12/31/2	21 1/1/2	2-12/31/22	1/1/23-12/31/2	23
Single Plan	\$200.00	\$200	.00	\$200.00	
Family Plan	\$300.00	\$300	.00	\$300.00	

Wellness Program and Health Insurance Contributions

The Authority will continue to offer annual Biometric Screening and Nicotine Screening. The cost of the Screening will be fully paid by the Authority. The Authority may arrange with any vendor of its choice to provide Biometric Screening. The Authority will establish the testing period for both the Biometric and Nicotine Screenings.

An employee's monthly health insurance contribution in a plan year will be determined by whether or not the employee has fulfilled the required Wellness Program elements in the prior plan year, listed below.

- Biometric Screen through the Authority's vendor
- Nicotine Screen through the Authority's vendor
- Primary Care Physician visit with annual physical

If an employee enrolls a spouse on an Authority health insurance plan, then the spouse must also complete all of the applicable annual Wellness Program elements, as listed above, in order for the employee to qualify for the Wellness contribution rates. If all required Wellness Program elements have been met, the employee qualifies for the Wellness contribution rates.

	Wellness	Non-wellness
	Rate*	Rate*
Single	10%	17%
Family	10%	17%

^{*} Nicotine Use: If employees (and/or covered spouses) do not a) verify that they are Nicotine Free through the Authority's provided Nicotine Screening, or b) do not participate in the Authority's provided Nicotine Screening, then the employee will pay the applicable Nicotine Use surcharge of an additional \$30 per month. The Authority's provided Biometric Screening will also include the Nicotine Screening.

Employee monthly health insurance contributions are defined as a percentage of the total cost of the premium charges if fully insured or the premium equivalent rate defined each year by the Authority if self-funded.

Employees enrolled in coverage by another source who then experience a qualifying event, and timely enroll in the Authority's health insurance plan will be afforded the opportunity to take a Biometric Screening from an Authority approved provider. The applicable Wellness

May 24, 2022

Program elements and monthly premium contribution will be applied in accordance with this Section.

All elements of the Wellness Plan shall comply with the Health Insurance Portability and Accountability Act ("HIPAA"), as amended, and all other applicable statutes and regulations.

Metro's maximum monthly health insurance contributions shall not exceed those being paid as of January 1, 2024. After the 2023 plan year, the parties agree to continue to abide by the terms of Section 11 until a successor agreement is reached.

Health Insurance "OPT-OUT" Plan

A current employee, including the President and Secretary-Treasurer of the Union, who is covered by medical insurance provided by the Authority or another source can, during open enrollment, elect an "OPT-OUT OPTION" by providing the Authority's approved vendor with proof of other coverage. The employee will receive one hundred and fifty dollars (\$150) per month for opting out of single coverage. The employee will receive three hundred and fifty dollars (\$350) per month for opting the employee and all qualified dependents out of family coverage. These amounts are paid in lieu of the Authority providing any health insurance to the employee as well as to all of the employee's qualified dependents.

An alternative option is for the employee to elect a "DEPENDENT OPT-OUT OPTION." Under the "DEPENDENT OPT-OUT OPTION", the employee will be covered by medical insurance provided by the Authority and the employee can, during open enrollment, elect a "DEPENDENT OPT-OUT OPTION" by providing the Authority's approved vendor with proof of other coverage for one or more qualified dependents.

The following amounts are paid in lieu of the Authority providing health insurance to one or more qualified dependents. The employee will receive one hundred and fifty dollars (\$150) per month for opting out one qualified dependent. The employee will receive three hundred and fifty dollars (\$350) per month for opting out more than one qualified dependent. The employee remains eligible for either single or family coverage. However, the employee can only be eligible for family coverage if the employee has at least one enrolled qualified dependent that has not been opted out of the medical insurance provided by the Authority.

In no event will an employee receive more than three hundred and fifty (\$350) per month, regardless of the opt-out option elected or the applicable medical insurance coverage tier.

An employee can also elect any "OPT OUT OPTION" upon experiencing a qualifying event that permits making a health insurance enrollment change during a plan year.

If the Authority is fully-insured for group health insurance benefits, then no more than 9% of employees, based on seniority, may voluntarily elect these Opt-Out options. This limit will not apply in plan benefit years during which the Authority is self-insured for group health insurance benefits.

Section 125 Plan

Metro will also offer to employees on a completely voluntary basis a Section 125 Plan that allows employees to pay for qualified medical/dental/vision expenses and dependent child care expenses on a pre-tax basis. A monthly fee will also be required for this option. However, enrollment in the Section 125 Plan will be completely voluntary. Employees will not be required to participate. Employees wishing to participate must sign up during open enrollment.

May 24, 2022

Vision Insurance

The Authority will also offer to employees on a completely voluntary basis Voluntary Vision Insurance. The applicable premium will be fully paid by the employee.

(b) Benefits under (a) above shall apply only to employees who have been in the employ of the Authority for three (3) consecutive months while continuing in the service of the Authority, in a manner consistent with the "Affordable Care Act" dated March 23, 2010, as amended.

(c) Supplemental Insurance

The ATU will offer supplemental insurance to employees thru National Group Protection (NGP) on a completely voluntary basis. The applicable premium will be fully paid by the employee. These premiums as NGP shall have determined to be payable from each participating employee will be payroll deducted on each pay period. The Authority shall provide reasonable accommodations for worksite enrollment during designated enrollment periods. The Authority will not be responsible for any other administrative tasks associated with this supplemental insurance program.

The Authority is not responsible for collecting any missed, unpaid, or past due premiums from employees who participate in NGP's supplemental insurance plan. Any missed, unpaid, or past due premiums are the responsibility of the participating employee, not the Authority. NGP and the insurance company will follow-up with participating employees regarding any missed premiums. Participating employees will follow-up with NGP regarding any questions or concerns related to coverage or premium deductions.

(d) The Authority may arrange with any insurer of its choice to provide health insurance coverage, as long as the level of benefits is equal to or greater than those presently stated in the current Memorandum of Agreement. Also, the Authority may, upon prior consultation with the Union, arrange to become self-insured under the same conditions as above. The coverage or self-insurance may also include mandatory second option, pre-admission notification and pre-admission testing.

(e) Self-insured Reserve Fund

The Authority has established a fund to act as a reserve for the self-insured health plan. Any prior year surplus of funds after the run out of all healthcare claims will be approved for contribution to the reserve fund by the SORTA Board's Finance Committee, up to a reserve target that is 16% of total expected costs for the year.

Once the 16% reserve fund target has been reached:

- 1. If the reserve fund ever exceeds 16% of total expected costs for the year after all runout claims have been accounted for, the Authority will use the employee portion of the reserve fund surplus to reduce the employee premiums equivalents for the next plan year, stopping at the 16% target fund balance.
- 2. If any current year has a deficit compared to that same year's budgeted projection after the run out of all healthcare claims for that year, reserve fund dollars will be used towards the current plan year's budgeted projection, but such use will not deplete the fund in any one plan year below 8% of total expected costs for the year.

May 24, 2022

3. Subsequent plan year deficits may lead the Authority to deplete any remaining reserve funds.

This reserve fund shall be used for such purposes, which may include, but shall not be limited to, payments for health care benefits for the employees and the payment of costs of the self-insurance program.

John C. Levoraco

5/24/22

John Ravasio

date

SORTA Chief Operations Officer

Troy Miller

date

May 24, 2022

Section 21(d): DISCIPLINE

(d) Discipline Administered with Union Representation

For any investigative meeting that may lead to discipline of an Employee, the Employee will be called in by Management. In the event an Employee violates the rules of the Authority and the Authority determines discipline may be necessary, he/she will be called in by his/her supervisor. A Union Representative must be present, unless waived in by the Employee, during the meeting. The Employee may request a Union Representative be present for any of these meetings. If the Employee declines Union Representation the meeting will commence and the Employee will be advised of the violation and the discipline. If the Employee elects Union Representation the meeting will not commence until the Union Representative is in attendance.

A copy of any disciplinary action shall be provided to the Employee and the Union Representative and will state the reason(s) for the action taken. This will be presented at the time discipline is administered. A copy shall be sent to the Union within 3 working days following any and all disciplinary actions taken.

Gohn C. Kewowed

5/24/22

John Ravasio

date

SORTA Chief Operations Officer

Troy Miller

date

May 24, 2022

Section 24: TERM OF AGREEMENT

March 1, 2021, through midnight February 29, 2024.

John Ravasio date

SORTA Chief Operations Officer

Troy Miller

uate

May 24, 2022

Add: APPENDIX A

Correction of Payroll Errors

When a payroll error occurs, through no fault of the employee, resulting in an underpayment of wages equal to or greater than one (1) hour's pay at straight time, the Authority will manually issue a paycheck to the affected employee within three (3) business days or sooner after being notified of the error. Employees that have signed up for direct deposit will receive these payroll corrections via direct deposit.

date

SORTA Chief Operations Officer

SORTA and ATU Local 627 Side Letter: Customer Care Agents PTO Conversion

Agreement has been reached by Amalgamated Transit Union, Local 627 ("Union") and the Southwest Ohio Regional Transit Authority ("SORTA") as it relates to the transition of the Customer Care Center Agents to being covered by Sections 6 (Vacation), 7 (Holidays), and 10 (Sick Leave) of the CBA. As of January 1, 2023, they will no longer be covered by Section 13 (PTO), but instead the parties agree that the Agents will follow all terms of Sections 6, 7, and 10 of the CBA.

In addition to changes in the CBA, the following employees will have 5 vacation days granted to them on January 1, 2023:

- Toni Jones
- Verna Derkson

Signed and agreed,

John Ravasio

date

SORTA Chief Operations Officer